

WASHINGTON COUNTY NEBRASKA
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(7 Pages)
By *Bridget Abraham* Deputy
Carolyn M Stodola, Register of Deeds

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**DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR THE ESTATES AT
VALLEY RIDGE, LOTS 4 THROUGH 5**

This Declaration of Covenants, Easements and Restrictions (this "Declaration") is made as of the 29 day of April, 2019, by Brandon J. Zurek and Lanae F. Cordes, hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the following legally described real property, to wit:

Lots 4 through 5, inclusive, Valley Ridge Addition, a subdivision, as surveyed, platted and recorded in Washington County, Nebraska (the "Lots").

WHEREAS, by virtue of the recording of this Declaration, the Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Lots, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Lots and shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, from time to time, and shall inure to the benefit of each owner thereof; and

WHEREAS, the Declarant is also the owner of Lot 3, Valley Ridge Addition, a subdivision, as surveyed, platted and recorded in Washington County, Nebraska ("Lot 3") and the Declarant as the owner of Lot 3 and all subsequent owners of Lot 3, shall have the right to enforce the Declaration, however, the Declaration shall not encumber Lot 3.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Declarant hereby agrees that the Lots be subject to the following Declaration of Covenants, Easements and Restrictions as follows:

**ARTICLE I
RESTRICTIONS AND COVENANTS**

1. The Lots shall be used for residential purposes only. Farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for use, benefit and pleasure of the owner of a Lot and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing. No swine, goats, poultry, fowl, or split-hoofed animals shall be kept or maintained on any of the Lots.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, tennis court, swimming pool, dog house, tree house, pool house, antenna, satellite receiving stations, dishes, flag poles, solar heating or cooling devices, storage shed, or other external improvement, including landscaping, above or below the ground (hereinafter referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except Improvements which have been approved by Declarant or Declarant's architect as follows:

(a) A Lot owner desiring to erect an Improvement on such Lot shall submit construction plans to Declarant or Declarant's assignee. Such plans shall include the following: a site plan showing the location of the proposed Improvement; at least four (4) exterior elevations indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer material; a floor plan; a foundation plan; a plot plan; a drainage plan; and the location of any septic system. Concurrent with the submission of the plans, the Lot owner shall notify Declarant of the Lot owner's mailing address. Plans submitted to Declarant or Declarant's assignee will not be returned to the Lot owner.

(b) The decision to approve or disapprove a proposed Improvement shall be exercised by Declarant or Declarant's assignee's in their absolute and sole discretion.

(c) Written notice of any approval or disapproval of a proposed Improvement shall be mailed to the Lot owner at the address specified by such Lot owner upon submission of the plans. If written notice is not mailed within thirty (30) days after submission of the plans, the proposed Improvement shall be deemed disapproved by Declarant or Declarant's assignee.

(d) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant or Declarant's assignee, or to control, direct or influence the acts of the Declarant or Declarant's assignee with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or Declarant's assignee by virtue of the authority granted to Declarant in this Section 2,

or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No Lot shall be subdivided.

4. All residences shall be constructed with a garage, for a minimum of two vehicles. Detached garages will be allowed only upon the prior written approval of Declarant or Declarant's assignee, which approval may be withheld in its sole and absolute discretion. All roofing materials shall be at least GAF Timberline HD shingles, or a similar style or brand of shingles approved in writing by Declarant or Declarant's assignee, or other type roofing material approved by Declarant or Declarant's assignee, which approval may be withheld in its sole and absolute discretion.

5. Dwelling unit facades shall be constructed or faced with brick, simulated, brick, stone, simulated stone, stucco, simulated stucco, other masonry materials, wood siding, fiber cement siding, or other similar non-vinyl siding material may be reasonably approved by Declarant in accordance with architectural considerations or aesthetics.

6. Unless otherwise approved in writing by Declarant or Declarant's architect, which approval may be withheld in its sole and absolute discretion, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, having a garage for not less than two vehicles, and containing finished living areas, exclusive of basements, porches, breezeways, carports, and garage, at a minimum, all ranch (one story) style homes shall have 1,600 finished square feet of living area on the main floor; all one and one-half story homes shall have at least 2,200 finished square feet of living area above the basement level with at least 1,600 square feet of finished living area on the first floor level, and all two story homes shall have at least 2,200 square feet of finished living area above the basement level with at least 1,200 square feet of living area on the first floor.

Declarant shall have the right to define the terms "one story", "one and one-half story", "two story", and "multi-level" house. Any house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

7. All power and telephone service wires shall be buried underground.

8. Exterior lighting shall either be indirect or of such a controlled focus and intensity as not to disturb the adjacent lot owners.

9. Trees shall be preserved whenever possible. Driveways, homes, and other improvements should be located in areas that minimize removal of trees. No live tree with a diameter greater than four (4) inches when measured four (4) feet from the ground shall be cut down or removed from any lot without first obtaining approval from Declarant. The Declarant may permit the removal of live trees that conflict with the home, driveway, or other approved improvement site. Each lot owner shall plant five (5) trees on the owned lot(s) within two (2) years of the completion of the construction of a residence. This requirement may be waived by Declarant.

10. No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.

11. Any accessory buildings (i) shall be enclosed, with sidewalls not exceeding twelve (12) feet in height and a total area of not more than one thousand six hundred (1,600) square feet; and (ii) shall be constructed with the same or complementary roofing and siding materials as the residential structure. Such accessory buildings may not be constructed until their locations and design have been approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion. If accessory buildings are to be used for the shelter of animals, they shall not exceed the necessary size of such shelter.

12. All fences erected and installed on any Lot shall be constructed of wood, approved vinyl, aluminum, wrought iron, or other material approved by Declarant, which approval may be withheld in its sole and absolute discretion. It is the intention of this regulation to prohibit the use for fencing of wire rope, barbed wire, or other materials not approved by Declarant.

13. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles (collectively, a "Vehicle") shall be stored or parked outside of an enclosed garage for more than thirty (30) days within a calendar year. All assembly, disassembly or general service work on any Vehicle must be done in the garage, or accessory building.

14. No incinerator or trash burner shall be permitted on any Lot. All trash and garbage shall be contained and enclosed in metal or plastic containers. No garbage or trash container or fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment, or any other landscaping product of any kind whatsoever, including, but not limited to, blocks, lumber or crushed stone, shall be stored or permitted to remain outside of a dwelling or suitable storage facility, except when in actual use.

15. Construction of the exterior of a Dwelling unit and basic landscaping must be completed within twelve (12) months from commencement of excavation or construction of the Improvement. Interior construction and all other construction must be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement.

16. No garden shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at intersections sufficient for the safety of pedestrians and vehicles. Suitable ground cover, consisting of either sod or native grasses, shall be maintained on those portions of a Lot not formally landscaped in such manner as to prevent erosion by wind or water. Lot owners may plant grass and/or lay sod up to the boundaries of any street or sidewalk, provided that such grass or sod is and remains properly irrigated. All ground cover shall be regularly mowed to a height of not more than twelve (12) inches, unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion. Each Lot owner shall take whatever steps are necessary to control noxious weeds on such Lot.

17. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use

and ownership of such Lot.

18. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

19. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the neighborhood or surrounding Lots.

20. No dwelling house constructed in another area or prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. No outside radio or television antennas, or satellite dishes exceeding twenty four (24) inches in diameter, may be erected on any Lot or portion thereof.

21. No advertising signs or billboards shall be placed, constructed, or erected on any Lot except one sign per Lot advertising the Lot as "For Sale" or identifying the builder of a dwelling on such Lot; nor shall business activities of any kind whatsoever be conducted on any Lot; provided, however, the foregoing shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the Lots.

22. Each owner of a Lot that contains an area for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences or improvements of any kind in said drainage way. No existing trees or natural terrain shall be disturbed without the prior written approval of Declarant.

23. Unless otherwise approved in writing by Declarant, which approval may be withheld in its sole and absolute discretion, no building or structure shall be erected within fifty (50) feet from the front of the Lot line and all Lots shall have a side yard setback of ten (10) feet and a rear yard setback of fifty (50) feet.

ARTICLE II GENERAL PROVISIONS

1. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant contained in this Declaration, it shall be lawful for any other person or persons owning any other Lot or Lot 3 to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either prevent them from so doing or to recover damages for such violation. Failure by Declarant or any Lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. As long as Declarant owns one (1) Lot or Lot 3, this Declaration may be amended or rescinded by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner it shall determine in its full and absolute discretion. Thereafter, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration. This Declaration shall run with and shall bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time

this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating this Declaration is signed by the owners of seventy-five percent (75%) of the Lots and has been recorded prior to the commencement of any ten (10) year period.

3. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Easements and Restrictions this 29 day of April, 2019.

Brandon J. Zurek and Lanae F. Cordes,
Declarant

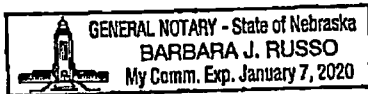
By: *BJ Zurek*
Brandon J. Zurek

By: *Lanae Cordes*
Lanae F. Cordes

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

Before me the undersigned, a notary public, personally came Brandon J. Zurek and Lanae F. Cordes, personally known to me and acknowledged the execution of the above to be their voluntary act and deed.

WITNESS my hand and notarial seal this 29 day of April, 2019.



Barbara J. Russo
Notary Public